

REMARKS

Claims 1, 2, 4, 7-9, 11-15, 17, 18, and 22-28 are all the claims pending in the application. Claims 1, 7, and 15 are independent.

Applicants thank the Examiner for the indication that claims 12, 23, and 24 would be allowed if rewritten in independent form. Applicants ask that the rewriting of these claims be held in abeyance until the Examiner has had an opportunity to reconsider the independent claims in view of the remarks provided herein.

Claim Objections

Claim 27 is objected to as being of improper dependent form for failing to further limit claim 12, from which claim 27 depends. Applicants respectfully disagree.

Using the symbolic notation adopted in the Action, Claim 12 recites “the instruction execution core is to generate the address fault flag only if” A and B. In comparison, claim 27 recites “the instruction execution core is to generate the address fault flag if” A, B, and C.

“Ordinary, simple English words whose meaning is clear and unquestionable, absent any indication that their use in a particular context changes their meaning, are construed to mean exactly what they say.” MPEP § 2111.01. The plain meaning of “if” and “only if” are:

“P if Q” means “If Q then P”; and

“P only if Q” means “If P then Q”.

As explained in “Introduction to Symbolic Logic” by John L. Pollock (Holt, Rinehard, and Winston, 1969):

“P if Q” means the same thing as “If Q then P.” Consider the statement “The crops will be destroyed if there is a flood.” To say this is not to say that the crops might not be destroyed anyway, for example, by a drought. But the Statement “If the crops are destroyed there is a flood” precludes the possibility of them being destroyed by a drought, therefore it cannot be a proper paraphrase of “The crops will be destroyed if there is a flood.” The proper paraphrase is “If there is a flood then the crops will be destroyed.” ... “P only if Q” works just the other way around. It means “If P then Q.” Consider the statement “The crops

will be destroyed only if there is a flood.” This means that the only way the crops can be destroyed is by a flood, and hence if the crops *are* destroyed then there must have been a flood. This then means “If the crops are destroyed then there is a flood.”

-- Pollock p. 17 (pages 9-19 of Pollock are attached for reference).

The statement in the Action that “a flag is generated only if A and B” means “as long as A and B are true, then no matter what else happens, the flag is generated” is incorrect. Claim 12 describes that the address fault flag is generated only if A and B. A proper paraphrasing of the limitations of claim 12 would be “If the address fault flag is generated, then A and B are true.” Claim 27 describes that the address fault flag is generated if A, B, and C. A proper paraphrasing of the limitations of claim 27 would be “If A, B, and C are true, then the address fault flag is generated.” Thus, claims 12 and 27 describe different logical propositions, such that claim 27 is further limiting claim 12.

Reconsideration and withdrawal of the claim objection is requested.

Claim Rejections

Claims 1-2, 4, 7-9, 11, 13-15, 17-18, 22, and 25-28 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 5,420,992 to Killian *et al.* (“Killian”).

Applicants respectfully submit that the Examiner still has not presented a case for anticipation based on Killian. “The identical invention must be shown in as complete detail as is contained in the ... claim.” MPEP § 2131 (ellipsis appears in MPEP).

Focusing on paragraph 27 of the Action, the multiplexer 172 in FIG. 5D is cited as performing the function of zero extending and sign extending. If the “32-Bit User Mode” signal applied to multiplexer 172 indicates that operation is in 32-bit User Mode, then zeros are applied to bits VA(63..32). Otherwise, VA(63..32) are passed through multiplexer 172 unchanged.

Referring to independent claim 7 as an example, claim 7 recites:

zero extend the truncated, generated address reference to the second bit size if the address space subset of the first bit size is determined to be unsigned address space; and

sign extend the truncated, generated address reference to the second bit size if the address space subset of the first bit size is determined to be signed address space.

Passing through values of VA(63..32) is not sign-extension. Sign extension would entail duplicating the value from VA(31) as VA(63..32), which is not what multiplexer 172 is doing. Specifically, the claim requires sign-extending the truncated, generated address reference. Any sign extension to bits VA(31..0) in Killian was performed *prior* to "truncation", and thus does not meet the requirement of the claims. Moreover, while the operation in Killian includes truncating in the case of 32-bit user mode (where VA(63..32) are sliced off from VA(31..0), to be replaced with zeros by multiplexer 172), the operation when not in 32-bit user mode arguably does not even include truncation, since VA(63..32) are VA(63..32) after multiplexer 172.


Similar reasoning applies to independent claims 1 and 15.

Reconsideration is requested.

Applicants authorize the Commissioner to charge any fees determined to be due with the exception of the issue fee and to credit any overpayment to Deposit Account No. 11-0600.

The Examiner is invited to contact the undersigned at (202) 220-4209 to discuss any matter concerning this application.

Respectfully submitted,
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Dated: January 30, 2006

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